

LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into this the ____ day of _____, _____, by and between the State Corporation Commission (hereinafter "SCC"), and _____ (hereinafter "Company").

WITNESSETH:

WHEREAS, in exchange for certain payments to be made, the SCC desires to enter this License Agreement whereby Company is given non-exclusive, non-perpetual right to publish in machine-readable form and otherwise make available to the public, for a fee, copies of official records of the SCC, while at the same time reserving for the SCC all ownership rights in said records; and

WHEREAS, in connection with the operation of an online computer network, Company desires to publish, and otherwise make accessible to the public for a fee, certain official public records;

NOW, THEREFORE, for and in consideration of _____ and the mutual covenants contained herein the parties agree as follows:

1. LICENSE

SCC hereby grants to Company a non-exclusive license to publish in machine- readable form and otherwise make available to the public for a fee, certain of the official public records of the SCC as more fully described on Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Machine Records). The license granted hereby provides to Company the right to use, reproduce, copy, duplicate, print, modify and make available for a fee through a telecommunications network linking Company's computer facilities to remote terminals or through other access mechanisms, the Machine Records or a portion of the Machine Records all as more fully described below.

2. PAYMENTS

Company agrees to pay the SCC based on Exhibit B. Prepayment is required in order to receive the Machine Records of the SCC. The SCC reserves the right to adjust the fees at its discretion, and Company will be notified at least thirty (30) days prior to adjusted fees taking effect.

3. AVAILABILITY OF MACHINE RECORDS

Machine Records are available on a monthly and weekly basis. Machine records available monthly provide a complete database refresh. Machine Records available weekly provide only a refresh of those corporations, limited liability companies or limited partnerships for which a change was recorded since the last run.

4. DATA SPECIFICATIONS AND FORMAT

The SCC agrees to provide Company with such information as is reasonably required to adequately understand the SCC's data both as to the technical processing considerations and the use and nature of the reflected records.

Format of the Machine Records is standard. Only cartridge tape media is available. Tape format is standard labeled EBCDIC (IBM). Company will determine the data it wants to make available to the public for a fee and process accordingly at its computer facility. The SCC will not re-format or process the data to accommodate Company, nor provide technical service nor help desk inquiries to Company or its customers.

5. DELIVERY SPECIFICATIONS

The SCC agrees to ship the Machine Records via a parcel post company using next day service. Company receiving the Machine Records agrees to establish an account with a parcel post company for the handling of all mailing charges and Company shall pay and be responsible for all such charges. The Machine Records shall be mailed weekly on a regular basis. In the event of a default in the delivery time frames or ability to provide the Machine Records due to hardware, software, shipping or any other problems, Company will not hold the SCC liable for late deliveries of Tapes.

6. USE OF MACHINE RECORDS

Company shall be entitled to use the Machine Records for its own operations, including but not limited to, the provision for a fee of on-line access thereto and the provision of printed lists thereof to its customers. Nothing contained herein shall be deemed to prohibit Company from allowing a customer to copy accessed information from a remote terminal, and such copying may be undertaken manually or through the use of a printer attached to a computer terminal. **SCC INFORMATION IS PRODUCED AND SOLD FOR GENERAL INFORMATION PURPOSES ONLY. THE INFORMATION IS NOT TO BE CONSTRUED AS HAVING THE LEGAL EFFECT OF A CERTIFIED COPY OF AN OFFICIAL FILING BY THE SCC.**

7. OWNERSHIP OF MACHINE RECORDS

Company covenants and agrees that the Machine Records are and shall remain the property of the SCC, which shall retain all rights and incidents of ownership thereof, except as otherwise provided herein. This License Agreement provides Company merely a license to publish the Machine Records and otherwise make them available for a fee.

8. INDEMNIFICATION

Company shall defend, indemnify and hold harmless the SCC and any of its employees from and against any and all claims, loss, damage, charge or expense growing out of any error or omission made by Company in the distribution of SCC data. Company expressly agrees to defend against any claims brought or actions filed against the SCC, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

The SCC warrants that the information provided to Company is not confidential or otherwise restricted information.

9. RISK OF LOSS

In the event a bad tape is received, the SCC agrees to copy and ship within three (3) business days from initial contact with the SCC, the Machine Records at no cost to Company. In the event of errors due to Company's faulty processing or facilities, the SCC agrees to copy and ship the Machine Records within four (4) business days from initial contact for a fee as indicated on Exhibit B.

10. DEFAULT

The following shall be considered a default under this License Agreement:

- a. Failure to pre-pay amounts indicated on Exhibit B;
- b. Breach or failure to perform, observe or meet any agreement or covenant contained herein if such violation is not corrected within thirty (30) days after receipt of written notice thereof by the non-defaulting party setting forth the particulars of the alleged default.

11. TERM OF AGREEMENT

This License Agreement shall commence on the date first written above and shall continue for an initial term of one (1) year and shall automatically renew annually unless terminated by either party with sixty (60) days prior written notice.

12. ASSIGNMENT

This License Agreement may not be assigned by any party, in whole or in part, without the express written consent of the other party.

13. NOTICES

All notices, elections, demands, requests and other communications hereunder shall be in writing, signed by the party making the same, and addressed as follows:

AS TO COMPANY:

[Company Name
[Attn:]

AS TO SCC:

State Corporation Commission
1300 E. Main St.
Richmond, VA 23219
Attention: Clerk's Office, Technical Services

or at such other address as may be designated in writing by any party hereto.

14. CANCELLATION

The SCC reserves the right to cancel this License Agreement at its discretion with sixty (60) days prior written notice.

15. APPLICABLE LAW

This License Agreement shall be governed by, be subject to and be construed according to the laws of the Commonwealth of Virginia.

16. COMPLETE AGREEMENT

This License Agreement, along with Exhibits A and B attached hereto and incorporated herein is the exclusive statement of the agreement of the parties with respect to its subject matter as of the date first written above. No provision of the License Agreement may be changed, modified, or supplemented except by a writing signed by all parties unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the SCC and the Company, have duly signed and sealed the License Agreement, to be effective as of the date first written above.

(COMPANY)

BY: _____

ATTEST:_____

SEAL

STATE CORPORATION COMMISSION

BY: _____

ATTEST:_____

SEAL

EXHIBIT "B"

APPLICATION FOR MACHINE RECORDS OF VIRGINIA CORPORATE, LIMITED PARTNERSHIP AND LIMITED LIABILITY COMPANY INFORMATION

COMPANY NAME: _____

COMPANY ADDRESS: _____

**NAME OF
PRIMARY CONTACT:** _____

**PRIMARY
CONTACT PHONE:** _____

SHIPPING NAME: _____

**SHIPPING
ADDRESS:** _____

All accounts are pre-paid. Tapes are shipped only when the account has a sufficient balance. Accounts are adjusted when the monthly tapes are mailed.

UPDATE FREQUENCY

COST

MONTHLY **\$1,000.00**
(covers the payment of a monthly tape with weekly refresh tapes)

ANNUALLY **\$12,000.00**
(covers twelve monthly tapes and all weekly refresh tapes)

The full extract provides information on Corporations and Limited Partnerships.

Cost to replace tape damaged by company **\$100.00**